

magenta
let



YOUR POLICY WORDING

magenta
insurance

CUSTOMER SERVICE

This document sets out the conditions of the contract of insurance between **you** and the insurer. **You** should keep it in a safe place. Please read the whole document carefully. It is arranged in different sections and it is important that:

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance contract as a whole.

This insurance has been arranged for **you** by **magenta insurance**. For any queries or alterations to **your** cover, then please call **your** insurance intermediary, or alternatively call **magenta insurance** on: **03300 555 210** (Opening hours: Monday to Friday 9am to 5pm). Details of how to make a claim are shown on page 9 of this booklet.

IMPORTANT INFORMATION

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. However, if **you** have a complaint relating to “**magenta:let**”, please refer to the complaints procedure shown on **your schedule**. Please quote **your** policy number and/or claims reference number in all correspondence to enable the matter to be dealt with speedily.

Notice

Insurers and their agents share information with each other to prevent fraudulent claims and to assess whether to offer insurance (including the terms) via the Claims and Underwriting Exchange register (CUE), operated by Insurance Database Services Limited. In dealing with **your** application, this register may be searched. In the event of a claim, the information **you** have supplied, together with other information relating to the claim, may be put on the register and made available to participants.

Continuous renewal

Your “**magenta:let**” policy is valid for a 12 month period from the inception date (as shown on the **schedule**). Annually, **your** renewal will be invited in writing prior to the expiry of the policy period. **You** will be advised of **your** renewal premium and the alternative payment methods available to **you**. However, where payment is already being made by Direct Debit, cover will continue at the terms invited, unless prior to renewal date **you** inform **us** otherwise or **your** Direct Debit mandate is cancelled. **Your** premium will be collected by Direct Debit for the new policy period.

Data protection

It is understood by **you** that any information provided to the underwriters regarding **you** will be processed by the underwriters in compliance with the provisions of the Data Protection Act 2018, for the purpose of providing insurance and handling claims and complaints, if any, which may necessitate providing such information to third parties.

Please read this notice carefully as it contains important information about the use of **your** personal information.

Your personal information means any information **we** hold about **you** and any information **you** give **us** about anyone else. **you** should show this notice to anyone else insured or proposed to be insured under **your** policy as it will also apply to them. It explains how **we** use all the information **we** have about **you** and the other people insured under **your** policy.

Sensitive information

Some of the personal information that **we** ask **you** to provide is known as “sensitive personal data”. This will include information relating to health issues, race, religion and any criminal convictions. **We** need to use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

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THE CONTRACT OF INSURANCE

Thank you for choosing “**magenta: let**”.

Please read the policy and **schedule** carefully.

Cover under “**magenta:let**” has been tailored to the specific landlords **buildings** and/or **contents** requirements that **you** have declared during the quotation process and within **your** supporting application. This insurance relates only to those sections of the policy which are shown in the **schedule** as being included.

In return for the payment of premium shown in the **schedule**, **we** agree to insure you, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage **you** sustain or legal liability **you** incur for incidents happening during the period shown in the **schedule**.

The policy wording, the **schedule** and any endorsements will form a legally binding contract of insurance between **you** and **us**. The contract does not give or intend to give rights to anyone else. No-one else has the right to enforce any part of this contract.

Information you have given us

In deciding to accept this insurance, and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- Treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- Amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- Charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged you; or
- Cancel **your** policy in accordance with the cancellation condition on page 7.

We or **your** insurance intermediary will write to **you** if **we**:

- Intend to treat this insurance as if it never existed; or
- Need to amend the terms of **your** policy; or
- Require **you** to pay more for **your** insurance.

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law. Any enquiry should be addressed in the first instance to **magenta insurance**.

This insurance has been arranged for **you** by **magenta insurance**. The policy is underwritten by the insurer(s) shown in the **schedule**. Details of how to make a claim are shown in the **schedule**. **magenta** and **magenta insurance** are both trading names of DUAL Corporate Risks Limited. DUAL Corporate Risks Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 312593. You can check this on the FCA website, www.fca.org.uk/register or by calling 0800 111 6768.

This insurance will be accepted under a binding authority from the insurer(s), whereby underwriting authority has been granted to **magenta insurance**.

We trust that **you** are happy with the level of cover provided by “**magenta:let**”, however, **you** have the right to cancel “**magenta:let**” from the inception date without giving any reasons, providing **your** instruction is submitted within 14 days of receiving the policy. In this event, please return the documents to **magenta insurance** who will refund **your** premium in full. This refund is subject to no incidents having occurred, which give rise to a claim.

In accepting this risk **we** have at all times taken into account our obligation to act in **your** best interest.

Signed for and on behalf of the insurer



Simon McGinn
Chief Executive Officer DUAL Corporate Risks Limited
magenta and **magenta insurance** are both trading names of DUAL Corporate Risks Limited

DEFINITIONS

The following words or phrases have the same meaning whenever they appear in this document, the **schedule** and endorsements.

Accidental Damage

Damage caused as a direct result of a single unexpected event.

Buildings

The structure of the **private residence**, garages and outbuildings (but not a caravan or mobile home), greenhouses and sheds all on the same site and used for domestic purposes, including central heating oil tanks, gas tanks, septic tanks, hard tennis courts, fixed swimming pools, fixed hot tubs, fixed Jacuzzis, fixed spas, terraces, patios, drives, paths, walls, fences, gates, and **your** fixtures and fittings.

Carpets, curtains, blinds, dishwashers, freezers, refrigerators, cookers, washing machines and tumble dryers up to £15,000 in total.

The **private residence** (unless **we** describe it differently on the statement of insurance or **schedule**) must be built of brick, stone or concrete (but not prefabricated walls or panels), with a slate, tiled, concrete or felt roof. Unless shown on the statement of insurance, no more than 30% of the roof area may be flat and covered with felt.

Contents

Household furniture, carpets, curtains and domestic appliances which belong to **you** or for which **you** are legally responsible. Contents do not include **your** fixtures and fittings or property belonging to **your tenant(s)**.

Excess

The amount stated in the **schedule** payable by **you** in the event of a claim.

Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Landslip

Downward movement of sloping ground.

Period of Insurance

The duration of this policy as shown in the **schedule**.

Private Residence

The living accommodation at the address shown on the **schedule**, lived in as an individual house, apartment(s) or flat(s).

Schedule

The **schedule** is part of this insurance and contains details of **you**, **your** insurer, the **private residence**, the sums insured, the **period of insurance** and the sections of this insurance which apply.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within 10 years of construction.

Subsidence

Downward movement of the ground beneath the **buildings** that is not a result of **settlement**.

DEFINITIONS *continued*

Tenant(s)

Any person or people paying rent to **you** under a tenancy agreement for at least six months.

Categories of **tenant(s)**

Category 1 – Private

A person or people who are in full or part time employment, self-employed, retired or unemployed because of a disability.

Category 2 – Student

A person or people who are in full or part-time education at a university, college or teaching establishment.

Category 3 – Tenant on benefits living permanently in the UK

A person or people who live in the **private residence** whilst receiving financial assistance from a local authority or Government department.

Acceptance is subject to there being a direct tenancy agreement between **your tenant** or **tenants** and **you**, or **your** appointed letting agent.

The **schedule** will show which category this insurance has been issued for.

Unoccupied

Where the **private residence** has been left without **tenant(s)** for more than 45 days in a row.

We, Us, Our

The insurer named on the **schedule**, who has insured **you** under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. **You** can ask **us** for the names of the underwriters and the share of the risk each has taken on.

Workforce

Your employees.

You, Your

The person or people named on the **schedule**, or the business named on the **schedule**.

GENERAL CONDITIONS

1. Reasonable care

You must keep **your** property in a good condition and state of repair, and take all reasonable care to prevent loss or damage, accident, bodily injury or legal proceedings. If legal proceedings are underway, **you** must tell **us** immediately and take all reasonable steps to reduce the costs of these proceedings.

You must make sure that all forms of protection provided for the security of the **private residence**, including all locks and alarm systems, are kept in working order and are working whenever **you** or the tenant(s) are not living in the **private residence**. If **you** do not comply with this, **we** will not pay a claim for loss or damage resulting from illegal entry or exit.

2. Telling us about a change

You must tell **us** as soon as possible about any changes in the information **you** have provided to **us** which is recorded in the statement of insurance **we** have provided **you** with. **We** will tell **you** if such change affects **your** insurance and, if so, whether the change will result in revised terms and/or premium being applied to **your** policy. If **you** do not inform **us** about a change, it may affect any claim **you** make or could result in **your** insurance being invalid.

You must tell **us** about the following if **you**:

- Plan to carry out building works at the **private residence**;
- Change how the **private residence** is used or if the type of tenant changes;
- Have been or are currently involved in a tenancy dispute with the **tenant(s)**;
- Are convicted or have a prosecution pending for any offence (other than motoring);
- Leave the **private residence unoccupied**;
- Change **your** postal address.

3. Claims

What **you** must do when making **your** claim:

- To help prove **your** claim **we** may require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your** property;
- To help assist in dealing with **your** claim **we** may require **you** to obtain estimates for the replacement or repair of damaged property;

We will only ask for information relevant to **your** claim.

When there is a claim or possible claim, **you** must tell **us** as soon as possible. For loss or damage claims, **you** must:

- Tell the Police immediately if **you** have suffered a theft, an attempted theft, malicious damage or vandalism/riot, and obtain an incident number;
- Take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.

For liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without our written permission.

4. Our rights after a claim

We may enter any **building** where loss or damage has happened, take possession of the insured damaged property and deal with any salvage in a reasonable way. However, **you** must not abandon any property.

Before or after **we** pay **your** claim under this insurance, **we** may take over, conduct, defend or settle any claim in **your** name.

We can also take proceedings, at our own expense and for our own benefit, to recover any payment **we** have made under this insurance.

5. Fraudulent claims

You must not act in a fraudulent way. If **you**, or anyone acting for **you**:

- Makes a claim under the policy, knowing the claim is false or exaggerated in any way;
- Makes a statement to support a claim, knowing the statement is false;
- Submits a document in support of a claim knowing the document to be forged or false in any way;
- Make a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance,

We:

- Will not pay the claim and all cover under this policy will cease;
- Will not pay any other claim which has been or will be made under the policy;
- May at **our** option declare the policy void;
- Will be entitled to recover from **you** the amount of any claim **we** have already paid under the policy since the last renewal date;
- Will not return any premiums **you** have paid; and
- May inform the Police.

GENERAL CONDITIONS *continued*

6. Disagreement over the amount of the claim

If **we** accept **your** claim, but disagree over the amount due to you, the matter will be passed to an arbitrator who both **you** and we agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against us.

7. Cancellation

Your right to change **your** mind

You may cancel the insurance, without giving reason, by sending **us** written notice and returning the insurance documents within 14 days of the policy starting or (if later) within 14 days of **you** receiving the insurance documents. **We** will refund **your** premium in full. This refund is subject to no incidents having occurred, which give rise to a claim.

Cancellation after the withdrawal period

You may cancel this insurance after the withdrawal period by giving **us** notice in writing. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** (as long as **you** have not made a claim within the period of insurance). However, **we** will not make a pro-rata refund on Direct Debit cases where the refund is less than one month's instalment. **You** may also be required to pay a cancellation fee, please refer to **your** documents.

We can cancel this insurance by giving **you** 14 days' notice in writing where there is a valid reason for doing so. **We** will send **our** cancellation letter to the address shown in the **schedule** and will set out the reason for cancellation in this letter. **We** will refund the part of **your** premium which applies to the remaining period of insurance (as long as **you** have not made a claim within the **period of insurance**).

Valid reasons may include but are not limited to:

- Where **we** have been unable to collect a premium payment. In this case **we** will contact **you** in writing requesting payment by a specific date. If **we** do not receive payment by this date **we** will write to **you** again notifying **you** that payment has not been received and **your** policy will be cancelled. If payment is still not received, **we** will cancel **your** policy and notify **you** in writing that such cancellation has taken place;
- Where **you** are required in accordance with the terms of this policy to co-operate with us, or send **us** information or documentation and **you** fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case **we** may issue a cancellation letter and will cancel **your** policy if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the cancellation notice period;
- Where **we** reasonably suspect fraud, or where proven;
- Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

8. Other insurance

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay our share of the claim.

9. More than one private residence

Each **private residence** covered by this insurance will be insured as though a separate document had been sent to each.

10. Regulations and conditions for rented accommodation

You must meet all current local and national authority regulations governing rented accommodation. If **you** do not meet these regulations, and a claim happens, **we** may decide not to pay the claim.

11. Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this contract of insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

12. Compliance with terms

Our liability to make payment under the policy will be conditional upon compliance with the terms and conditions of this policy.

13. Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. Further information about the compensation scheme arrangements is available from the FSCS. Information can be obtained on request or by visiting the FSCS website at www.fscs.org.uk.

14. Data protection

We are registered under the Data Protection Act 2018, ensuring all personal data is held and processed in accordance with the Act. **Your** personal data will be used for the purpose of quoting and providing the insurance contract **you** require. **We** may need to disclose this data to insurers and third party service providers for the purpose of fulfilling our contractual obligations.

GENERAL EXCLUSIONS

This insurance does not cover **you** for direct or indirect loss of, or damage to any property, or any legal liability caused by, contributed to, or arising from the following:

1. Radioactive contamination

Radioactive contamination from:

- ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste arising from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

2. War

War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

3. Loss of value

Loss of value after **we** have made a claim payment.

4. Sonic bangs

Pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

5. Pollution or contamination

Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

We will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from **your** fixed domestic water or heating systems.

6. Electronic data

Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any indirect loss, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- computer viruses, erasure or corruption of electronic data;
- the failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion "computer virus" means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

7. Wear and tear

Wear and tear, corrosion, gradually operating cause, rot of any kind, woodworm, fungus, mildew, rust, insects, moth, vermin, faulty workmanship, any cause that happens gradually, or mechanical or electrical breakdown.

8. Indirect loss

Indirect loss of any kind.

9. Biological and chemical contamination exclusion

Loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any indirect loss, any legal liability of whatever nature or death or injury to any person, directly or indirectly caused by or contributed to by or arising therefrom biological or chemical contamination due to or arising from:

- i. Terrorism; and/or
- ii. Steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion, "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- i. The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- ii. Putting the public or any section of the public in fear;

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

10. Existing and deliberate loss/damage

Loss or damage:

- a. Occurring outside of the **period of insurance**;
- b. Caused deliberately by **you**;
- c. Due to indirect loss of any kind or description.

GENERAL EXCLUSIONS *continued*

11. Sanction limitation and exclusion clause

We will not provide any cover or be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

This means **we** will not provide any cover for Sanctioned Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, United Kingdom or United States of America. **We** will not provide cover in respect of any risk or exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union or United States of America.

MAKING A CLAIM

If **you** need to make a claim:

- Check **your** policy booklet and **your schedule** to see if **you** are covered.
- Give immediate notice to the Police in respect of any theft, attempted theft, malicious damage or vandalism/riot and obtain an incident number.
- Contact the claims department on the telephone number shown on **your schedule** as soon as reasonably possible, quoting **your** policy number. They will register **your** claim and tell **you** what to do next.
- In the majority of cases there will be no need for **you** to complete a claim form.
- Do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is later returned to **you**.
- Let **us** know if **you** receive any information or communication about the event or cause.
- Make no admission of liability, offer or make payment without our written consent.

For some claims, a loss adjustor may visit **you**. Their role is to assess the claim.

Please note that **you** are responsible for paying a policy **excess**. Details of this will be shown in **your schedule**.

SECTION 1 BUILDINGS

The schedule will show if this cover

What is covered	What is not covered
Insured events	
Loss or damage to your buildings during the period of insurance caused by the following insured events.	Unless otherwise shown in the schedule , we will not pay the first amount of every claim if the private residence is lived in partly or totally by tenants in the following categories: Category 1 - Private - £150 Category 2 - Student - £150 Category 3 - Tenant on benefits - £250
1. Fire and smoke, earthquake, explosion, lightning and aircraft and other flying objects or anything dropped from them.	
2. Riot.	<ul style="list-style-type: none"> Loss or damage while the private residence is unoccupied.
3. Being hit by any vehicle, train or animal.	<ul style="list-style-type: none"> Loss or damage caused by pets. Loss or damage caused to: <ul style="list-style-type: none"> paths or drives by the weight of any vehicle; or roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).
4. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	
5. Falling trees or branches, telegraph poles or lamp posts.	<ul style="list-style-type: none"> Loss or damage: <ul style="list-style-type: none"> to hedges, fences and gates; or caused by cutting down or trimming trees or branches. The cost of cutting down all or part of a fallen tree or taking it away, unless the fallen tree has damaged the buildings.
6. Theft or attempted theft.	<ul style="list-style-type: none"> Loss or damage: <ul style="list-style-type: none"> while the private residence is unoccupied; or caused by you, your workforce or your tenant(s).
7. Malicious acts or vandalism.	<ul style="list-style-type: none"> Loss or damage: <ul style="list-style-type: none"> while the private residence is unoccupied; caused by you or your workforce; or any amount over £20,000 caused by your tenant(s).
8. Storm or flood.	<ul style="list-style-type: none"> Loss or damage: <ul style="list-style-type: none"> caused by frost; to fences, gates and hedges; to cantilever car-ports, canopies and awnings; to any felt roof where the felt has not been inspected by a relevant professional and any recommended repairs carried out in the last five years; or solely attributable to rising ground water levels. Loss or damage caused by subsidence, heave or landslip. (Subsidence, heave and landslip caused by storm or flood would be considered under the insured event 10 subject to the exclusions and excess applicable to that section).

SECTION 1 BUILDINGS *continued*

What is covered	What is not covered
9. Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, Jacuzzi, spa, aquarium, washing machine or dishwasher.	<ul style="list-style-type: none">• The first £250 of every claim.• Loss or damage while the private residence is unoccupied.• Loss or damage caused by subsidence, heave or landslip (Subsidence, heave and landslip would be considered under the insured event 10 subject to the exclusions and excess applicable to that section).• Loss or damage:<ul style="list-style-type: none">- to fixed domestic oil tanks, fixed swimming pools, fixed hot tubs, fixed Jacuzzis and fixed spas;- to the installation itself; or- if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.
10. Subsidence or heave of the site on which your buildings stand, or landslip.	<ul style="list-style-type: none">• The first £1,000 of every claim.• Loss or damage caused by:<ul style="list-style-type: none">- coastal or river erosion;- settlement;- faulty design, workmanship or materials;- construction work or repairing, demolishing or altering your buildings;- the action of chemicals on or the reaction of chemicals with any materials which form part of your buildings.• Loss or damage to:<ul style="list-style-type: none">- fixed swimming pools, fixed hot tubs, fixed Jacuzzis, fixed spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the private residence is damaged at the same time and by the same cause;- solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the private residence are damaged at the same time and by the same cause.• The cost of damage recoverable under a guarantee.

ACCIDENTAL DAMAGE TO BUILDINGS

The **schedule** will show if this cover applies.

What is covered	What is not covered
Loss or damage to your buildings during the period of insurance caused by the following insured events.	Unless otherwise shown in the schedule , we will not pay the first amount of every claim if the private residence is lived in partly or totally by tenants in the following categories: Category 1 - Private - £150 Category 2 - Student - £150 Category 3 - Tenant on benefits - £250
We will pay for accidental damage to your buildings	<ul style="list-style-type: none"> • Any damage caused by: <ul style="list-style-type: none"> - chewing, tearing, scratching or fouling by pets; - frost, the atmosphere or fading caused by light; - your buildings moving, settling, shrinking, collapsing or cracking; - any process of cleaning, repairing, dyeing, renovating or maintaining your buildings; - faulty workmanship, design or materials; • Damage to domestic land, piers, jetties, bridges, culverts and excavations. • Damage to gates, fences or hedges. • Damage while the private residence is unoccupied. • Damage shown under the "What is covered" part of: <ul style="list-style-type: none"> - insured events 1 to 10; and - extra benefits included with buildings in Section 1 Buildings.

EXTRA BENEFITS INCLUDED WITH BUILDINGS

We will also cover the following.

What is covered	What is not covered
Loss or damage to your buildings during the period of insurance caused by the following insured events.	Unless otherwise shown in the schedule , we will not pay the first amount of every claim if the private residence is lived in partly or totally by tenants in the following categories (other than extra benefits 4 and 5): Category 1 - Private - £150 Category 2 - Student - £150 Category 3 - Tenant on benefits - £250
<ol style="list-style-type: none"> 1. Accidental breakage. <ul style="list-style-type: none"> • Accidental breakage of fixed glass forming part of your buildings (including the cost of necessary boarding up before replacing broken glass). • Accidental breakage of fixed sanitary fittings. • Accidental breakage of ceramic glass in cooker hobs of built-in units. • Accidental breakage of fixed solar panels forming part of your buildings. 	<ul style="list-style-type: none"> • Damage while the private residence is unoccupied.

EXTRA BENEFITS INCLUDED WITH buildings

What is covered	What is not covered
<p>2. Loss of rent or costs for alternative accommodation.</p> <p>While the private residence cannot be lived in as a result of loss or damage covered by an insured event under Section 1 Buildings, we will pay:</p> <ul style="list-style-type: none"> • Rent you would have received from an existing tenant if the private residence could have been lived in for up to 24 months; or • The cost of similar alternative accommodation for your tenant(s) for up to 24 months. <p>If you are insured for both Section 1 Buildings, and Section 2 Contents, you may only claim this benefit under one section of cover.</p>	<ul style="list-style-type: none"> • Any amount over £50,000 for any one claim. • Loss of rent: <ul style="list-style-type: none"> - if the private residence was unoccupied immediately before the insured event; - arising from your tenant(s) leaving the private residence without giving notice to you or your letting agents; or - after the private residence can be lived in again. • Rent which is unpaid at the time of the loss or damage. • Costs, fees or charges you have to pay to your letting agents.
<p>3. Selling the private residence.</p> <p>If you sell the private residence, from the date you exchange contracts we will give the buyer the benefit of Section 1 Buildings until the sale is completed, as long as this is within the period of insurance.</p>	<ul style="list-style-type: none"> • Any claim for loss or damage to your buildings if the buyer is insured under any other insurance.
<p>4. Metered water.</p> <p>We will pay up to £2,000 in any one period of insurance for metered water charges you have to pay to your water provider following water accidentally leaking as a result of an insured event.</p> <p>If you are insured for both Section 1 Buildings, and Section 2 Contents, you may only claim this benefit under one section of cover.</p>	<ul style="list-style-type: none"> • The first £100 of every claim.
<p>5. Accidental damage to underground cables, pipes and tanks.</p> <p>We will pay for accidental damage to underground cables, pipes and tanks serving the private residence for which you are legally responsible.</p>	<ul style="list-style-type: none"> • The first £100 of every claim. • Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life. • Damage for which you are not legally responsible. • Damage to any part of the pipe or cable above the ground-level.
<p>6. Building fees and the cost of removing debris.</p> <p>After a claim, which is covered by an insured event under Section 1 Buildings, we will pay the following expenses or losses we have agreed to:</p> <ul style="list-style-type: none"> • The cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild your buildings. • The cost of removing debris and demolishing or supporting parts of your buildings which have been damaged, to make the site safe. • The extra costs of rebuilding or repairing the damaged parts of your buildings to meet any regulations or laws set by Acts of Parliament or local authorities. 	<ul style="list-style-type: none"> • Any amount over £25,000 for any one claim. • Any costs: <ul style="list-style-type: none"> - for preparing a claim; - which relate to undamaged parts of your buildings, except the foundations of the damaged parts of your buildings; - involved in meeting regulations and laws if notice was served on you before the loss or damage happened; or - for making the site stable.
<p>7. Trace and access.</p> <p>Following loss or damage under insured event 9, water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, Jacuzzi, spa, aquarium, washing machine or dishwasher, we will pay the cost of removing and replacing any other part of your buildings necessary to find and repair the source of the leak and making good.</p>	<ul style="list-style-type: none"> • Any amount over £10,000 for any one claim.

EXTRA BENEFITS INCLUDED WITH BUILDINGS *continued*

What is covered	What is not covered
<p>8. Theft of keys.</p> <p>We will pay for the cost of replacing external door locks after the loss of keys due to:</p> <ul style="list-style-type: none"> • Theft from the private residence, a registered office or from your home. • Theft following hold-up when the keys are in the personal custody of you or any principal, director, partner or your workforce authorised to hold such keys. • Reasonable evidence that the keys have been duplicated by an unauthorised person. <p>If you are insured for both Section 1 Buildings, and Section 2 Contents, you may only claim this benefit under one section of cover.</p>	<ul style="list-style-type: none"> • Any amount over £1,000 for any one claim.
<p>9. Oil and gas.</p> <p>We will pay for the cost of oil or gas accidentally leaking following an insured event.</p> <p>If you are insured for both Section 1 Buildings, and Section 2 Contents, you may only claim this benefit under one section of cover.</p>	<ul style="list-style-type: none"> • Any amount over £2,000 for any one claim. • Loss occurring while the property is unoccupied.
<p>10. Fly tipping.</p> <p>We will pay for costs that are reasonably and necessarily incurred with our consent to clear and remove any property illegally deposited in or around the private residence.</p> <p>If you are insured for both Section 1 Buildings, and Section 2 Contents, you may only claim this benefit under one section of cover.</p>	<ul style="list-style-type: none"> • Any amount over £10,000 for any one claim.
<p>11. Damage caused by the emergency services.</p> <p>We will pay for damage caused by fire, ambulance or police services if they have to make a forced entry to the private residence while responding to a potential danger to the property or injury to persons.</p> <p>If you are insured for both Section 1 Buildings, and Section 2 Contents, you may only claim this benefit under one section of cover.</p>	<ul style="list-style-type: none"> • Any amount over £25,000 for any one claim.
<p>12. Landscaped gardens.</p> <p>We will pay for the cost of restoring any damage caused by the emergency services to landscaped gardens, which you are responsible for, when the emergency services are attending the private residence if they have to make a forced entry to the private residence while responding to a potential danger to the property or injury to persons.</p> <p>If you are insured for both Section 1 Buildings, and Section 2 Contents, you may only claim this benefit under one section of cover.</p>	<ul style="list-style-type: none"> • Any amount over £10,000 for any one claim.
<p>13. Unauthorised use of electricity, gas or water.</p> <p>We will pay for the cost of metered electricity, gas or water for which you are legally responsible arising from its unauthorised use by persons taking possession of, or occupying the private residence without your consent. You will take all practical steps to terminate such unauthorised use immediately as you become aware of it.</p> <p>If you are insured for both Section 1 Buildings, and Section 2 Contents, you may only claim this benefit under one section of cover.</p>	<ul style="list-style-type: none"> • Any amount over £10,000 for any one claim.

SETTLING CLAIMS

We will pay the cost to **us** of any necessary replacement or repair work carried out, provided that, immediately prior to the incident giving rise to the damage:

- the sum insured is enough to pay to rebuild **your buildings**;
- the repair or rebuilding is carried out immediately after **we** give **our** approval (other than emergency repairs, which should be carried out immediately); and
- **your buildings** are in a good state of repair.

If the loss or damage to **your buildings** is not repaired or replaced as **we** have explained above, **we** will then decide to pay either:

- the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- the difference between the market value of the **private residence** immediately before the damage and its value after the damage.

If the loss or damage relates to carpets, curtains, blinds, dishwashers, freezers, refrigerators, cookers, washing machines or tumble dryers, **we** will decide whether to pay the cost of repairing an item, or replacing it with a new item (in the same form and style) if it is lost or damaged beyond repair.

We will pay up to 50% of the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

Sum insured

The most **we** will pay is the sum insured for **buildings** shown in the **schedule**. This includes the extra expenses and fees under extra benefit 6 (Building fees and the cost of removing debris) in Section 1 **Buildings**.

Under-insurance

If at the time of any loss or damage the cost of rebuilding the whole of **your buildings**, in a new condition similar in size, shape and form, is more than the sum insured for **buildings**, **we** will pay only for the loss or damage in the same proportion.

For example, if the sum insured for **buildings** only covers two-thirds of the cost of rebuilding **your buildings**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce the sum insured on **your buildings** as long as **you** take the measures **we** suggest to prevent any further loss or damage.

Index linking

Your premium will be reviewed annually and will be adjusted in line with the changes in the house rebuilding cost index produced by the Royal Institution of Chartered Surveyors.

BUILDINGS LIABILITY

Liability as the owner of the **private residence**.

What is covered

We will insure **your** liability at law as owner of the **buildings** for:

- Death or bodily injury (including disease or illness);
- Loss or damage to material property;

Caused by accidents happening in and around the **private residence** during the **period of insurance** and incurred by **you**:

- as owner of the **buildings**;
- in respect of any **buildings** previously owned by **you** for residential purposes and incurred as a result of section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975.

Section 3 of the Defective Premises Act 1972 provides that **you** are not relieved of any legal responsibility arising from work done on any building owned by **you** simply because **you** sold that building after the work was done.

If this policy is cancelled when **you** sell the **private residence** the cover provided by the paragraph above will continue for seven years from the date that cover was cancelled, provided no other policy covers the liability.

We will not pay more than £2,000,000 unless otherwise stated in the policy **schedule** or endorsements for any one incident or claims arising out of any one incident. **We** will also pay for all legal costs and expenses that **you** have to pay, provided they are incurred with **our** written consent.

If **you** die, **we** will cover **your** personal representatives for any liability incurred by **you** and insured by this policy.

What is not covered

- **You** are not covered for liability arising from:
 - Accidents which **you** may be responsible for as occupier of the **buildings**.
 - Owning or occupying any land or **buildings**, other than the **private residence**.
 - Death of or bodily injury (including disease and illness) to **you** or any person employed by **you**.
 - Loss or damage to material property belonging to **you** or under **your** charge or control.
 - Any trade or business activity, other than the letting of **your buildings** or any part thereof for private residential purposes.
 - The use or possession of lifts or mechanically propelled vehicles.
 - Any contractual obligation except where **you** would be liable without the presence of that contract.
 - Punitive or exemplary damages. That is awards which exceed the loss which has actually been suffered and are intended as a punishment.
 - Loss or damage covered under any other insurance.
 - The cost of correcting any fault or alleged fault.
 - Criminal acts.
- Liability arising as a result of an assault, alleged assault or a deliberate or malicious act.
- **We** will not make any payment where a more recent insurance covers the liability.

SECTION 2 CONTENTS

The schedule will show if this cover applies.

What is covered	What is not covered
Insured events	
Loss or damage to your contents during the period of insurance caused by the following events.	Unless otherwise shown in the schedule , we will not pay the first amount of every claim if the private residence is lived in partly or totally by tenants in the following categories: Category 1 - Private - £150 Category 2 - Student - £150 Category 3 - Tenant on benefits - £250
1. Fire and smoke, earthquake, explosion, lightning and aircraft and other flying objects or anything dropped from them.	
2. Riot.	<ul style="list-style-type: none"> Loss or damage while the private residence is unoccupied.
3. Being hit by any vehicle, train or animal.	<ul style="list-style-type: none"> Loss or damage caused by pets.
4. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	
5. Falling trees or branches, telegraph poles or lamp posts.	<ul style="list-style-type: none"> Loss or damage caused by cutting down or trimming trees or branches. The cost of cutting down all or part of a fallen tree or taking it away.
6. Theft or attempted theft.	<ul style="list-style-type: none"> Loss or damage: <ul style="list-style-type: none"> while the private residence is unoccupied; caused by you, your workforce or your tenant(s).
7. Malicious acts or vandalism.	<ul style="list-style-type: none"> Loss or damage: <ul style="list-style-type: none"> while the private residence is unoccupied; caused by you or your workforce; any amount over £20,000 caused by your tenant(s).
8. Storm or flood.	<ul style="list-style-type: none"> Loss or damage: <ul style="list-style-type: none"> caused by rising ground water levels; to property outside the private residence.
9. Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, Jacuzzi, spa, aquarium, washing machine or dishwasher.	<ul style="list-style-type: none"> The first £250 of every claim. Loss or damage: <ul style="list-style-type: none"> while the private residence is unoccupied; to free-standing hot tubs, Jacuzzis or spas; to the installation itself; if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device. The cost of the water or oil.
10. Subsidence or heave of the site on which your buildings stand, or landslip .	<ul style="list-style-type: none"> Loss or damage caused by: <ul style="list-style-type: none"> coastal or river erosion; settlement; faulty design, workmanship or materials; construction work or repairing, demolishing or altering your buildings.

ACCIDENTAL DAMAGE TO CONTENTS

What is covered	What is not covered
Loss or damage to your contents during the period of insurance caused by the following events.	Unless otherwise shown in the schedule , we will not pay the first amount of every claim if the private residence is lived in partly or totally by tenants in the following categories: Category 1 - Private - £150 Category 2 - Student - £150 Category 3 - Tenant on benefits - £250
We will pay for accidental damage to your contents while they are in the private residence .	<ul style="list-style-type: none"> • Any damage caused by: <ul style="list-style-type: none"> - chewing, tearing, scratching or fouling by pets; - frost, the atmosphere or fading caused by light; - any process of cleaning, repairing, dyeing, renovating or maintaining the item; - faulty workmanship, design or materials. • Damage while the private residence is unoccupied. • Damage shown under the "What is covered" part of: <ul style="list-style-type: none"> - insured events 1 to 10; and - extra benefits included with contents in Section 2 Contents.

EXTRA BENEFITS INCLUDED WITH CONTENTS

What is covered	What is not covered
Loss or damage to your contents during the period of insurance caused by the following events.	Unless otherwise shown in the schedule , we will not pay the first amount of every claim if the private residence is lived in partly or totally by tenants in the following categories: Category 1 - Private - £150 Category 2 - Student - £150 Category 3 - Tenant on benefits - £250
<p>1. Accidental breakage.</p> <p>Accidental breakage of:</p> <ul style="list-style-type: none"> • Glass tops and fixed glass in furniture; • Ceramic glass in cooker hobs, and mirrors. 	<ul style="list-style-type: none"> • Damage while the private residence is unoccupied.
<p>2. Loss of rent or costs for alternative accommodation.</p> <p>While the private residence cannot be lived in as a result of loss or damage covered by an insured event under Section 1 Buildings, we will pay:</p> <ul style="list-style-type: none"> • Rent you would have received from an existing tenant if the private residence could have been lived in for up to 24 months; or • The cost of similar alternative accommodation for your tenant(s) for up to 24 months. <p>If you are insured for both Section 1 Buildings, and Section 2 Contents, you may only claim this benefit under one section of cover.</p>	<ul style="list-style-type: none"> • Any amount over £50,000 for any one claim. • Loss of rent: <ul style="list-style-type: none"> - if the private residence was unoccupied immediately before the insured event; - arising from your tenant(s) leaving the private residence without giving notice to you or your letting agents; - after the private residence can be lived in again; - which is unpaid at the time of the loss or damage. • Costs, fees or charges you have to pay to your letting agents.
<p>3. Metered water.</p> <p>We will pay up to £2,000 in any one period of insurance for metered water charges you have to pay to your water provider following water accidentally leaking as a result of an insured event.</p> <p>If you are insured for both Section 1 Buildings, and Section 2 Contents, you may only claim this benefit under one section of cover.</p>	

EXTRA BENEFITS INCLUDED WITH CONTENTS *continued*

What is covered	What is not covered
<p>4. Theft of keys.</p> <p>We will pay for the cost of replacing external door locks after the loss of keys due to:</p> <ul style="list-style-type: none"> • Theft from the private residence, a registered office or from your home. • Theft following hold-up when the keys are in the personal custody of you or any principal, director, partner or your workforce authorised to hold such keys. • Reasonable evidence that the keys have been duplicated by an unauthorised person. <p>If you are insured for both Section 1 Buildings, and Section 2 Contents, you may only claim this benefit under one section of cover.</p>	<ul style="list-style-type: none"> • Any amount over £1,000 for any one claim.
<p>5. Oil and gas.</p> <p>We will pay for the cost of oil or gas accidentally leaking following an insured event.</p> <p>If you are insured for both Section 1 Buildings, and Section 2 Contents, you may only claim this benefit under one section of cover.</p>	<ul style="list-style-type: none"> • Any amount over £2,000 for any one claim. • Loss occurring while the property is unoccupied.
<p>6. Damage caused by the emergency services.</p> <p>We will pay for damage caused by fire, ambulance or police services if they have to make a forced entry to the private residence while responding to a potential danger to the property or injury to persons.</p> <p>If you are insured for both Section 1 Buildings, and Section 2 Contents, you may only claim this benefit under one section of cover.</p>	<ul style="list-style-type: none"> • Any amount over £25,000 for any one claim.
<p>7. Temporary removal.</p> <p>Cover under Section 2 Contents is extended to cover your contents whilst temporarily removed from, or in transit to or from the private residence for cleaning, renovation, repair or similar purposes but remaining in the United Kingdom, the Channel Islands or the Isle of Man.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> • any amount exceeding £25,000; or • property otherwise insured.
<p>8. Fly tipping.</p> <p>We will pay for costs that are reasonably and necessarily incurred with our consent to clear and remove any property illegally deposited in or around the private residence.</p> <p>If you are insured for both Section 1 Buildings, and Section 2 Contents, you may only claim this benefit under one section of cover.</p>	<ul style="list-style-type: none"> • Any amount over £10,000 for any one claim.
<p>9. Landscaped gardens.</p> <p>We will pay for the cost of restoring any damage caused by the emergency services to landscaped gardens, which you are responsible for, when the emergency services are attending the private residence if they have to make a forced entry to the private residence while responding to a potential danger to the property or injury to persons.</p> <p>If you are insured for both Section 1 Buildings, and Section 2 Contents, you may only claim this benefit under one section of cover.</p>	<ul style="list-style-type: none"> • Any amount over £10,000 for any one claim.

EXTRA BENEFITS INCLUDED WITH CONTENTS *continued*

What is covered	What is not covered
<p>10. Unauthorised use of electricity gas or water.</p> <p>We will pay the cost of metered electricity, gas or water for which you are legally responsible arising from its unauthorised use by persons taking possession of, or occupying the private residence without your consent. You will take all practical steps to terminate such unauthorised use immediately as you become aware of it.</p> <p>If you are insured for both Section 1 Buildings, and Section 2 Contents, you may only claim this benefit under one section of cover.</p>	<ul style="list-style-type: none">Any amount over £10,000 for any one claim.

SETTLING CLAIMS

We will at our option:

1. Replace as new;
2. Pay the cost to **us** of replacing as new;
3. Repair; or
4. Pay the cost to **us** to repair;

Any item of **contents** provided that the **contents** sum insured at the time of the loss or damage is sufficient to replace all the **contents** in the **private residence** in an as new condition.

We will pay up to 50% of the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

Under-insurance

If at the time of loss or damage the full cost of replacing **your contents** as new is more than the sum insured for contents, **we** will pay only for loss or damage in the same proportion.

For example, if the sum insured for **contents** only covers two-thirds of the replacement value of **your contents**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your contents** as long as **you** take the measures **we** suggest to prevent any further loss or damage.

Index linking

The sum insured will be index linked. This means that the sum insured will be adjusted in line with changes in the National Statistics Retail Price Index.

If **you** make a claim, the index linking will continue during the period when the repair or replacement is being carried out, as long as you take reasonable action for the repair or replacement to be carried out immediately.

We will not make a charge for index linking during the period of insurance, however, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

Proof of value and ownership

To help **you** make a claim, **we** recommend that **you** keep receipts and guarantees.

CONTENTS LIABILITY

What is covered	What is not covered
<p>Accidents to domestic employees.</p> <p>Your legal liability to pay compensation for death or bodily injury (including disease or illness) to a domestic employee under a contract of service at the private residence.</p> <p>We will pay up to £5,000,000 for any one event plus any costs and expenses we have agreed to in writing.</p> <p>If you die, your personal representatives will have the benefit of this section for your liability for an event covered by this section.</p>	<ul style="list-style-type: none"> • You are not covered for liability arising from: <ul style="list-style-type: none"> - the transmission of any contagious disease by you; - any claim or other proceedings against you, lodged or prosecuted in a court outside the UK. • Liability for which compulsory insurance or security is required by any road traffic legislation. • Liability for death of, bodily injury to, or illness or disease of any member of your family.
<p>Liability as the occupier.</p> <p>We will insure your liability as occupier to pay for accidents happening in and around the private residence during the period of insurance. We will provide this cover if the accident results in:</p> <ul style="list-style-type: none"> - bodily injury (including disease or illness) to any person other than you or your workforce; or - loss or damage to property which you or your workforce do not own or have legal responsibility for. <p>We will not pay more than £2,000,000 for any one event plus any costs and expenses we have agreed to in writing.</p> <p>If you die, your personal representatives will have the benefit of the cover under this section.</p>	<p>You are not covered for liability arising:</p> <ul style="list-style-type: none"> • as owner of the private residence; • from any agreement or contract unless you would have been legally liable anyway; • from criminal acts or as a result of an assault, alleged assault or a deliberate or malicious act; • from owning or occupying any land or buildings other than the private residence; • where you are entitled to cover from another source; • from any trade, profession of business (other than the letting of the private residence); • from any infectious disease or condition; • from loss or damage to material property belonging to you or under your charge or control; • from any incident arising out of the ownership, custody or control of any horse, dog or pet if more specifically insured by any other policy. • from death or bodily injury (including disease or illness) and loss or damage to property arising out of ownership, custody or control by you or on your behalf of a dog specified in section 1 of the Dangerous Dogs Act 1991 (or designated for the purposes of that section by an order of the Secretary of State) or in the Dangerous Dogs (Northern Ireland) Order 1991; • from the use of horses for racing, steeple chasing or hunting; • from animals other than pets; • from animals of a dangerous species and livestock as defined in the Animals Act 1971; • from the ownership, use or possession of vehicles and other means of transport that are mechanically propelled or assisted whether licensed for road use or not (other than domestic gardening implements used within the boundary of the land belonging to your private residence, mobility carriages, electric wheelchairs and electrically assisted pedal cycles that are not required to be licensed if used on a public road); • from paragliding or parascending; • from aircraft, hovercraft, lifts (other than a stair lift) or water craft (other than hand-propelled water craft); • from any caravan or trailer while being towed; • from the use of firearms other than sporting guns for sporting purposes; • from loss or corruption of data directly or indirectly caused by the failure or malfunction of electronic equipment belonging to you or under your charge or control.

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